

**SAUL EWING ARNSTEIN & LEHR LLP**

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*Attorneys for Invicta Watch Company of America, Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re: :  
: Chapter 11  
SEARS HOLDINGS CORPORATION, *et al.*<sup>1</sup> :  
: Case No. 18-23538 (RDD)  
Debtors. : (Jointly Administered)  
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**NOTICE OF RECLAMATION CLAIM**

**PLEASE TAKE NOTICE** that Invicta Watch Company of America, Inc. (“Invicta”), by and through undersigned counsel, files this Notice of Reclamation Claim pursuant to 11 U.S.C. § 546(c), 11 U.C.C. § 2-702 and applicable non-bankruptcy law, on the above-captioned debtors and debtors-in-possession (collectively “the Debtors”), to reclaim certain assets (the “Goods”) that are subject to reclamation.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

The Goods were sold in the ordinary course of business and received by Debtors in the forty-five (45) days prior to the filing of the Debtors' bankruptcy petition on October 15, 2018 (the "Petition Date"). Invicta is informed and believes the Debtors were insolvent at the time they received delivery of the Goods.

Invicta incorporates by reference and attaches as **Exhibit A**, a copy of the written demand for reclamation, and list of invoices and related information for the Goods shipped from Invicta to the Debtors during the forty-five (45) day period prior to the Petition Date (the "Reclamation Demand"), served on the Debtors and the Debtors' attorney of record on October 19, 2018, pursuant to 11 U.S.C. § 546(c).

**PLEASE TAKE FURTHER NOTICE** that Invicta reserves all of its rights with respect to the Goods, including, without limitation, (i) its right to be paid in the ordinary course of business as a post-petition creditor of the Debtors to the extent the Goods were delivered to the Debtors on or after October 15 2018; (ii) its right to assert a 20-day administrative priority claim pursuant to 11 U.S.C. §503(b)(9); (iii) its right to assert a "new value" defense to any preference demand pursuant to 11 U.S.C. §547(c)(4); (iv) its right to demand payment of any portion of this invoice as a "cure" payment in connection with the Debtors' assumption of any executory contract, if any, pursuant to 11 U.S.C. § 365; (v) its right to seek payment of its prepetition invoices from any non-debtor parties that are co-obligors; (vi) its right to file additional demands or claims, including without limitation, a proof of claim; and/or (vii) its right to assert any other rights under applicable law. By filing this Notice, Invicta does not consent to entry of final orders of the bankruptcy court on non-core issue and claims, and does not waive any jurisdictional defenses and reserves its rights to amend this Notice.

Dated: October 22, 2018

Respectfully submitted,

**SAUL EWING ARNSTEIN & LEHR LLP**

/s/ Dipesh Patel

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